

Fill in this information to identify the case:

Debtor 1: ANTHONY J DERCOLE
Debtor 2:
(Spouse, if filing)
United States Bankruptcy Court for the: Western District of Pennsylvania
Case number: 19-23948

Official Form 410S1

Chapter 13

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor: THE BANK OF NEW YORK MELLON,
F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR
REGISTERED HOLDERS OF CWABS, INC., ASSET-BACKED
CERTIFICATES, SERIES 2005-9,

Court claim no. (if known): 2-1

Last four digits of any number
you use to identify the debtor's
account: 8387

Date of payment change: 12/04/2020

Must be at least 21 days after
date of this notice

New total payment: \$1,121.94
Principal, interest and escrow, if any

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment? Yes

Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change.
If a statement is not attached, explain why:

Current Escrow Payment: \$266.87

New Escrow Payment: \$270.09

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note? No

Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law.
If a notice is not attached, explain why:

Current Interest Rate:

New Interest Rate:

Current principal and interest payment:

New principal and interest payment:

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above? No

Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change:

Current mortgage payment:

New mortgage payment:

Debtor 1: ANTHONY J DERCOLE

Case number (if known): 19-23948

Part 4: Sign Here

The person completing the Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if Different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box:

☐

I am the creditor

☒

I am the creditor's authorized agent

(Attach copy of Power of Attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information and reasonable belief.

/s/ Diane Tran

Signature

Date: Oct 26, 2020

Print: Diane Tran

Title: Authorized Agent

Company: Liepold, Harrison & Associates

Address: 701 Highlander Blvd., Ste. 200
Arlington, TX 76015

Contact Phone:

Email: dtran@ursusholdings.com

**UNITED STATES BANKRUPTCY COURT
Western DISTRICT OF Pennsylvania**

In Re:

Case No. 19-23948

ANTHONY J DERCOLE

Chapter 13

Debtor(s)

CERTIFICATE OF SERVICE

I hereby certify that on 10/26/2020, a true and correct copy of the foregoing Notice of Mortgage Payment Change was served upon all interested parties pursuant to the Court's CM/ECF system and/or by First Class U.S. Mail.

By: /s/ Diane Tran

THE BANK OF NEW YORK MELLON, F/K/A
THE BANK OF NEW YORK AS TRUSTEE FOR
REGISTERED HOLDERS OF CWABS, INC.,
ASSET-BACKED CERTIFICATES, SERIES
2005-9
701 Highlander Blvd., Ste. 200
Arlington, TX 76015

Debtor

ANTHONY J DERCOLE

1008 FERN VALLEY RD
CLAIRTON, PA 15025

Debtor's Counsel

Mark G. Moynihan Moynihan Law, P.C.
2 Chatham Ctr Ste 230
Pittsburgh, PA 15219

Trustee

RONDA J. WINNECOUR
Suite 3250, USX Tower 600 Grant Street
Pittsburgh, PA 15219

U.S. Trustee

Office of the United States Trustee
Liberty Center. 1001 Liberty Avenue, Suite 970
Pittsburgh, PA 15222

*** CONTINUED ON NEXT PAGE ***

----- PROJECTED ESCROW ACTIVITY - DECEMBER, 2020 THROUGH NOVEMBER, 2021 -----					
---- PROJECTED PAYMENTS --			-- ESCROW BALANCE COMPARISON --		
MONTH	TO ESCROW	FROM ESCROW	DESCRIPTION	PROJECTED	REQUIRED
		ACTUAL STARTING BALANCE = = = >			
DEC,20	268.25			1,050.95	1,073.06
JAN,21	268.25			1,319.20	1,341.31
FEB,21	268.25			1,587.45	1,609.56
MAR,21	268.25			1,855.70	1,877.81
		344.87	COUNTY TAX	1,777.69	1,799.80
		1.39	COUNTY TAX		
APR,21	268.25			2,045.94	2,068.05
MAY,21	268.25			2,314.19	2,336.30
JUN,21	268.25			2,582.44	2,604.55
JUL,21	268.25			2,850.69	2,872.80
AUG,21	268.25			838.14	860.25
		1,760.31	SCHOOL TAX		
		6.30	SCHOOL TAX		
		512.52	CITY TAX		
		1.67	CITY TAX		
SEP,21	268.25	592.00	HOMEOWNERS INSU	514.39 ALP	536.50 RLP
OCT,21	268.25			782.64	804.75
NOV,21	268.25			1,050.89	1,073.00

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE PROJECTED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED LOW POINT BALANCE (RLP), THEN THERE IS AN ESCROW SHORTAGE....

THE ESCROW SHORTAGE IS... 22.11- *

* THIS SHORTAGE THAT WILL BECOME PART OF YOUR MONTHLY PAYMENT WILL BE COLLECTED FOR A PERIOD OF 12 MONTHS FROM December 4, 2020.

IF YOU CHOOSE TO PAY THE ESCROW SHORTAGE IN FULL IN A LUMP SUM PRIOR TO THE EFFECTIVE PAYMENT DATE, YOUR MONTHLY PAYMENT WILL BE REDUCED BY THE MONTHLY SHORTAGE PAYMENT AMOUNT.

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$45.63.

----- CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -----

PRIN & INTEREST	851.85 *
ESCROW PAYMENT	268.25
SHORTAGE PYMT	1.84
BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 12/04/20 ==>	1,121.94

* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE : YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$533.75. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT. YOUR ESCROW CUSHION FOR THIS CYCLE IS \$536.50.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN * NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

Escrow payments up to escrow analysis effective date:					
10/19	\$272.62	11/19	\$266.87	12/19	\$3,202.44*

IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD COUNSELOR INFORMATION

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers Carrington Mortgage Services, LLC's compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.